

This Indenture made the thirty first day of August, one thousand eight hundred and fifty eight Between William B. Astor of the City of New York of the first part. William Gibson of the same City of the second part and John J. Astor Jr. one of the Executors of the last Will and Testament of John J. Astor deceased. Witnesseth that the said party of the first and third parts hath letten and by these presents do grant demise and to farm let unto the said party of the second part, All those ten Certain lots pieces or parcels of land, situate lying and being in the Fifteenth Ward of said City and known on a Map in possession of W. B. Astor by the Numbers 3 (three) - 4 (four) 5 (Five) 6 (Six) 7 (Seven) 8 (Eight) 9 (Nine) 10 (Ten) 11 (Eleven) & (Twelve) said ten Lots being taken together are described as follows: Beginning on the Easterly side of Broadway at the intersection of the Northerly line of Thirteenth; running thence Easterly along Thirteenth Street 257 feet 3 inches (two hundred and fifty one feet three inches) to its intersection with the Westerly line of Fourth Avenue thence Northerly along Fourth Avenue 134 feet. 10 inches (one hundred and thirty four feet. ten inches); thence Westerly on a line at right angles to Fourth Avenue 218 feet, (Two hundred and eighteen feet) to the Easterly side of Broad way; thence Southerly along the Easterly

side of Broadway 63 feet, 4 inches (sixty three feet four inches) to the place of beginning be the said dimensions more or less, with the appurtenances, for the term of twenty years from the first day of May one thousand eight hundred and fifty nine at the yearly rent or sum of Eight thousand Dollars for each and every year, during the first ten years (10 yrs.) of said term; and at the yearly rent or sum of Twelve thousand Dollars for each and every year of the remaining ten (10) years of said term to be paid in equal quarter yearly payments, on the first day of August, November, February and May in each and every year of the said term -

And it is further agreed between the parties hereto and these presents, and the estate hereby granted are declared to be upon these express conditions, all and every of which the said party of the second part for himself his executors administrators and assigns covenant to and with the said party of the first part his executors, administrators and assigns to keep and perform - First. That the party of the second part shall pay the rent at the times and in the manner above specified and all taxes, Croton Water rents, and assessments of every kind and nature whatsoever, that may be imposed upon said demised premises during the term hereby granted by the Corporation of the City of New York or by any other legal authority.

second. That he shall not let nor under let the whole or any part of the said demised premises, or assign this lease without the written Consent of the party of the first part first having been had and obtained.

Third. That he shall erect, and keep up at his own proper Cost and expense good and sufficient fences and Buildings to cover the full front of said premises.

Fourth. That he shall at no time during the said term erect, make or carry on, or permit or suffer to be erected, made or carried on upon the said demised premises or any part thereof any building stable or stables for private use, shantee, slaughter house, tallow Chandlery Smith shop, forge furnace, brass foundry, nail or other iron factory, nor any manufactory for the making of glue varnish vitriol ink or turpentine, or for the tanning dressing, preparing or keeping of skins, hides or leather, or for storage of fat or any distillery brewery or other manufactory, trade or business whatsoever, which may be in any wise offensive to the neighboring inhabitants or violate any Corporation Ordinance And that he will occupy the said premises and buildings for his present business of decorator & and for shops and stores.

Fifth. That he shall at no time during the said term deposit or permit or suffer to be deposited

on the said demised premises or any part thereof
✓ any manure, offal, dirt sand Coal Ashes or any
other refuse or offensive matter whatever.

Sixth. That he will keep the sidewalks in front
of the said demised premises free and clear from ice
or snow.

Seventh That he will surrender the said demised
premises on the expiration of the term hereby granted
in as good Condition as reasonable use will allow
✓ damage by the elements excepted.

And it is expressly Agreed that if default
shall be made in any of the above Covenants and
Agreements or in payment of the rent taces Crotch
Water rents and Assessments on the days the
✓ same may become due and payable, the said
party of the first part his executors and assigns
shall be at liberty to re-enter upon the said
demised premises and take possession of the same
and of the Buildings erected thereon as of his
or their former estate and the said term shall
✓ at his or their option Cease, and become null
✓ and void.

And the said party of the first and third
parts doth Covenant that the said party of the
second part on paying the said yearly rent and
performing the covenants aforesaid shall and may
✓ peaceably and quietly have hold ^{use and} enjoy the said
✓ demised premises for the term aforesaid. And further

that as the said premises are now in the
occupation and under lease to John A. Royerson
until the first day of May next, and the buildings
now standing thereon belong to said occupant.
the said W. B. Astor covenants to use all due
diligence in obtaining possession of said lots of
land at the expiration of said Lease, but it
is expressly understood and agreed by and
between the said Astor and Gibson that the
said Astor shall not be accountable, or be
charged with any diminution of rent, in conse-
quence of any delay that may occur by reason
of the occupation as aforesaid. And the time required
to remove said building by said Royerson. And
further that at the termination of this Lease,
the said party of the second part his heirs and
assigns, may remove the Buildings erected by
him on said Lots providing the same are fully
removed within fifteen days immediately following
the day of the expiration of the term hereby granted

In Witness whereof the parties to these
presents have hereunto interchangeably set their
hands and Seals the day and year first written

Testes and delivered
in presence of
witnesses "and third"
in two places and "and of
the buildings erected thereon"
before execution of this same

Wm. B. Astor (L.S.)
J. J. Astor Jr. (L.S.)
Executor
(Mc)

City & County of New York S.S.:

On this twenty fifth
day of April in the year one thousand eight hundred
& fifty nine before me personally appeared William
B. Astor and John J. Astor Jr. to me personally
known to be the individuals described in and who
executed the foregoing Instrument, and they sever-
ally acknowledged that they executed the same
Wm Cosgrove
Covr. of Seeds

Recorded in the Office of the Register of the
City & County of New York in Liber 784 of Court
page 322. June 6th 1859. at 10 o'clock 45 mins.
A. ell.

Examined by Wm Mmmer
Registered

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CLASSICS
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332

William B. Astor and
John J. Astor Jr
Executors

To
William Gibson

Lease of Ten Lots on
Broadway 4th Avenue
+ Thirteenth Street
1st May 1859. 20 years

Copy of Lease

Return to
H. A. Taiter
18 Pine St

Box 76
11574
NYC